

**CONTRACT FOR
FARE COLLECTION SYSTEM TECHNICAL SUPPORT
PROFESSIONAL SERVICES CONTRACT
Contract No. SC-HRT-1600011**

THIS CONTRACT for professional services DATED OCT 22 2015 (this "Agreement" or "Contract"), is entered into by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ("HART"), a semi-autonomous agency of the City and County of Honolulu, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawai'i 96813, hereinafter referred to as "HART," and CH2M HILL, Inc., a Florida Corporation, whose place of business and mailing address is 2020 SW Fourth Avenue, Suite 300, Portland, Oregon 97201, hereinafter referred to as the "Contractor." HART and the Contractor, collectively, are the "Parties," and individually a "Party," all as governed by the context in which such words are used.

WITNESSETH THAT:

WHEREAS, HART desires to engage the Contractor to provide fare collection system technical support services in support of the Honolulu Rail Transit Project ("HRTTP") as set forth in and in accordance with this Agreement;

WHEREAS, the services entered hereunder are technical and professional in nature and HART personnel are not able to provide these services;

WHEREAS, the Contractor was selected pursuant to Section 103D-304 of the Hawaii Revised Statutes ("HRS"), as amended, and related Hawaii Administrative Rules ("HAR"), as amended, relating to procurement of professional services, under RFQ-HRT-836002 ("RFQ");

WHEREAS, federal funding is involved in this project and, as such, the Contractor is required to comply with all applicable federal laws, rules and regulations including but not limited to those of the U.S. Department of Transportation Federal Transit Administration ("FTA"); and

WHEREAS, the Contractor is qualified, able, and willing to render the required services on the terms, conditions, and compensation hereinafter fully set forth;

NOW, THEREFORE, HART and the Contractor, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. Services to be Provided. The Contractor shall, in a proper and satisfactory manner as determined by HART, perform and complete all of the services required in accordance with and set forth in the Contract Documents as hereinafter described; furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the Work contemplated under the Contract Documents (the "Work"); and receive and accept as full compensation for all the Work, the price for the various items of the Work as hereinafter set forth.

2. Contract Documents. The Contractor shall complete and perform the Work in accordance with the following documents, which collectively comprise the "Contract Documents" or "Contract":

- a. This Agreement Form;
- b. Appendix A: Special Provisions and any exhibits and attachments thereto, including:
 - Exhibit 1, Scope of Work;
 - Exhibit 2
 - A - Cost Estimates for the Contract
 - B - Compensation and Invoicing
 - C - Overhead Rate Schedule
 - D - Fee Proposal (Confidential)
 - E - HART Travel Authorization Form;
 - Exhibit 3, Certification Regarding Conflict of Interest;
 - Exhibit 4, Certificate Regarding Ineligible Contractors;
 - Exhibit 5, Certificate Regarding Ineligible Subcontractors;
 - Exhibit 6, Certification Regarding Lobbying;
 - Exhibit 7, Federal Requirements;
- c. Appendix B: Honolulu Authority For Rapid Transportation General Terms and Conditions for Professional Services v8/2015 ("General Conditions");
- d. Appendix C: RFQ No. RFQ-HRT-836002 and all addenda thereto; and
- e. Appendix D: The Contractor's Statement of Qualifications dated April 27, 2015.

Any modifications, changes or amendments to the Contract Documents shall be incorporated and made a part of this Contract. The Contract Documents are listed in order of controlling preference should there be any conflict in the terms of the Contract Documents, except that those portions of Appendix D that exceed the requirements of the other Contract Documents become the new minimum Contract requirements.

3. Term of Agreement. The term of this Agreement will be from issuance of Notice to Proceed through December 31, 2019, provided, however, that HART may exercise the option to extend the period of performance of this contract up to an additional two (2) years.

4. Compensation.

A. This is a cost plus fixed fee contract. HART agrees to pay the Contractor for the satisfactory performance and completion of the Work, the payments in accordance with the Fee Proposal set forth in Exhibit 2D of this Agreement. The aggregate amount of such payments for the Work shall not exceed ONE MILLION ONE HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$1,178,300.00). The payments for services and the Work performed under this Agreement are all inclusive of direct labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fees, and all applicable taxes,

including the State General Excise and Use Tax ("GET") and the county one-half of one percent (0.5%) GET Surcharge.

B. Itemization of Other Direct Costs ("ODCs") payable is set forth in Exhibit 2A. Reimbursement of ODCs shall be in accordance with OMB Circular A-87, General Principles for Determining Allowable Costs for allowable project-related expenses incurred in the performance of the Work. HART is not precluded from setting stricter standards for reimbursable expenses. HART's written approval shall be required prior to the Contractor incurring any expense. ODC items payable shall be made upon submission and HART approval of an Expense Reimbursement Invoice, which shall include copies of pertinent vendor bills and/or invoices for each line item and/or certification that items identified in Exhibit 2A, Other Direct Cost were used in the performance of work during the invoice period. Items billed as Other Direct Costs shall be billed with no markup. Any funds remaining at the end of this Agreement shall revert back to HART.

5. Cost and Pricing Data. By signing below, the Contractor hereby certifies that, to the best of its knowledge and belief, cost or pricing data, as defined in section 3-122-122, HAR, and submitted pursuant to section 3-122-125, HAR, either actually or by specific identification in writing to the Officer-in-Charge in support of this Agreement, is accurate, complete, and current as of the date of this Agreement. This certification includes the cost or pricing data supporting any advance agreement(s) between the Contractor and HART which are part of the proposal.

6. Unless notified otherwise by the Officer-in-Charge in writing, when notice is to be given to HART, it shall be mailed or delivered to:

Daniel A. Grabauskas
Executive Director and CEO
Honolulu Authority for Rapid Transportation
1099 Alakea Street, Suite 1700
Honolulu, Hawaii 96813

7. Unless mutually agreed to otherwise in writing, when notice is to be given to the Contractor, it shall be mailed or delivered to:

John Willis
Vice President
CH2M HILL, Inc.
2020 SW Fourth Avenue, Suite 300
Portland, Oregon 97201

8. This Agreement Form, its integrated attachments, and the Contract Documents constitute the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement or the Contract Documents, no modification or amendment to this Agreement or the Contract Documents shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

9. IN WITNESS WHEREOF, HART and the Contractor have executed this Agreement by their duly authorized officers or agents on the day and year first above written.

HONOLULU AUTHORITY FOR
RAPID TRANSPORTATION



By: Daniel A. Grabauskas
Executive Director and CEO

CH2M HILL, INC.



By: John Willis
Its: Vice President

APPROVED AS TO FORM AND
LEGALITY



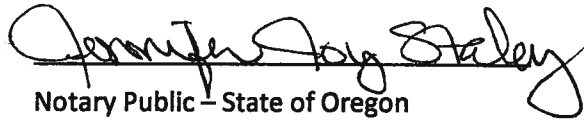
Deputy Corporation Counsel

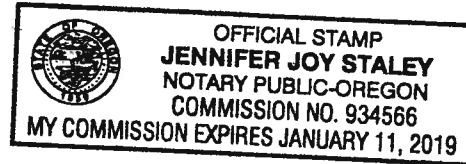
[Attach Notary Page]

State of Oregon

County of Multnomah

This document was acknowledged before me on October 14th, 2015 by John M. Willis as Vice President of CH2M HILL, Inc.


Notary Public – State of Oregon



HART-12 (11/11)

Certificate

The attached contract for Fare Collection System Technical Support Contract

(\$1,178,300.00)

is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds will be available in the Treasury of the City and County of Honolulu to the credit of such appropriation to pay the amounts of such expenditures when the same become due and payable.

CONTRACT NO. SC - HRT - 1600011

FUND Transit Fund (690)

ACCOUNT NO.

690/7790 - 16 = \$ 1,178,300.00 (4123)

TOTAL = \$ 1,178,300.00

HONOLULU, HAWAII

Date:

10/22/15



Executive Director and CEO

Honolulu Authority for Rapid Transportation

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10/21/16